

**AMENDMENT NUMBER 2
TO
CONTRACT NO. DIR-SDD-1854
BETWEEN
THE STATE OF TEXAS, DEPARTMENT OF INFORMATION RESOURCES
AND
DELOITTE & TOUCHE, LLP**

This Amendment Number 2 to Contract Number DIR-SDD-1854 (“Contract”) is between the Department of Information Resources (“DIR”) and Deloitte & Touche, LLP. DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract**, is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through August 28, 2015 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for one (1) additional one-year renewal term.

2. **Contract, Section 4. Pricing**, is hereby restated in its entirety as follows:

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. **Contract, Section 4. Pricing A - G** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Services Contracts dated 05/02/14 as attached hereto.

4. **Contract, Section 5. DIR Administrative Fee A)** is hereby restated in its entirety as follows:

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00. The effective date of this change will be October 1, 2014.

5. **Contract, Section 6. Notification** is hereby restated in its entirety as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Mike Wyatt
Deloitte & Touche LLP
400 West 15th Street, Suite 1700
Austin, Texas 78701
Phone: (512) 226-4171
Facsimile: (512) 480-1061
Email: miwyatt@deloitte.com

6. **Contract, Section 7. Service Agreement**, is hereby amended by adding B. Conflicting or Additional Terms and is restated in its entirety as follows:

A. Service Agreement

Services provided under this Contract shall be in accordance with the Customer Service Agreement as set forth in Appendix D of this Contract. No changes to the Customer Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

B. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

7. **Contract, Section 8. Intellectual Property Matters, A - L** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Services Contracts, Section 4. Intellectual Property Matters dated 05/02/14 as attached hereto.
8. **Appendix A, Standard Terms and Conditions for Services Contracts dated 12/14/11**, is hereby replaced in its entirety with Appendix A, Standard Terms and Conditions for Services Contracts dated 05/02/14, as attached.
9. **Authorized Exceptions to Appendix A, Standard Terms and Conditions For Service Contracts**, are restated as follows:

A. Appendix A, Section 6. C. Services Warranty and Return Policies is hereby deleted in its entirety.

B. Appendix A, Section 6. H. DIR Cost Avoidance is hereby restated in its entirety as follows:

DIR reserves the right to work with Vendor to develop and implement a method to track cost avoidance the State has achieved through the Contract. Vendor shall fully cooperate with DIR to implement a mutually agreed upon cost avoidance methodology for the Contract

C. Appendix A, Section 9. F. Use of Subcontractors, is hereby restated in its entirety as follows:

DIR and Customer each hereby consents to Vendor subcontracting any of Vendor's rights or obligations hereunder to any affiliate or related entity. If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

D. Appendix A, Section 9. H. 2) Confidentiality, is hereby restated in its entirety as follows:

Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner, except to the extent required by any law, rule, regulation, judicial or administrative process. Vendor may disclosure such information (1) to subcontractors that are providing services in connection with a Customer Service Agreement and that have agreed to be bound by the confidentiality obligations of this Section; or (2) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (ii) becomes available to Vendor on a non-confidential basis from a source other than DIR or Customer that Vendor believes is not prohibited from disclosing such information to Vendor by obligation to DIR or Customer, (iii) is known by Vendor prior to its receipt from DIR or Customer without any obligation of confidentiality with respect thereto, or (iv) is developed by Vendor independently of any disclosures made by DIR or Customer to Vendor of such information.

E. Appendix A, New Section 13. Mutual Cooperation is hereby added as follows:

Each party shall reasonable cooperate with the other party in the performance of the Contract, including provision by Customers of timely access to data, information, and its personnel. Customers shall be responsible for the performance of their personnel and agents and for the accuracy and completeness of data and information provided to the Vendor. The Vendor's performance is dependent upon the timely and effective satisfaction of the Customer's responsibilities under the Purchase Orders and timely decisions and approvals of each such Customer in connection with the services. Deloitte shall be entitled to rely upon all decisions and approvals of the Customer.

10. **Appendix C – Pricing Index** is hereby restated in its entirety and replaced with the attached Appendix C – Pricing Index.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment 2, then Amendment 1, and then the Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than August 28, 2014.

Deloitte & Touche, LLP

Authorized By: Signature on file

Name: Michael Wyatt

Title: Director

Date: 9/15/14

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on file

Name: Karen Robinson

Title: Executive Director

Date: 9/25/14

General Counsel: D.R Brown 9/25/14